

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I HEREBY CERTIFY, That at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the Court House in Independence on the 25th day of May, 1993, an order was duly made and entered as follows:

Yucca
Mnt./
Caltrans
MOU

Moved by Supervisor Gracey and seconded by Supervisor Payne to approve the Memorandum of Understanding between the County of Inyo and State of California Department of Transportation for travel reimbursement of direct expenses incurred while assisting the County in transportation issues relating to the Yucca Mountain Repository; and authorize the Chairman to sign. Motion carried unanimously, with Supervisor Arcularius absent.

CAL. TRANS. DIS. 9
93 JUN -1 AM 7:55

ROUTING

CC _____
Purchasing _____
Personnel _____
Auditor X _____
CAO _____
Other YUCCA MNT. _____
CALTRANS _____
Date 5-28-93

WITNESS my hand and the seal of said Board this 25th day of May, 19 93

C. BRENT WALLACE

Clerk of the Board of Supervisors

By

Patricia Dunsally

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I HEREBY CERTIFY, That at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the Court House in Independence on the 25th day of May, 1993, an order was duly made and entered as follows:

Post Agenda/ Moved by Supervisor Payne and seconded by Supervisor Bear to
Yucca Mnt. find that the need for the MOU between the County of Inyo and
Caltrans Caltrans with relation to the Yucca Mountain Project arose after
MOU the Agenda for the May 25, 1993 meeting was posted, and that
there is a need to take action on this item prior to the next
regularly scheduled Board meeting, and therefore, this item is
added as Agenda Item No. 15A. Motion carried unanimously with
Supervisor Arcularius absent.

ROUTING

CC _____
Purchasing _____
Personnel _____
Auditor X _____
CAO _____
Other YUCCA MNT. _____
CALTRANS _____
Date 5-28-93

WITNESS my hand and the seal of said Board this 25th
day of May, 1993

C. BRENT WALLACE

Clerk of the Board of Supervisors

By

Patricia Gansally

MEMORANDUM OF UNDERSTANDING

May 25, 1993

This is a "Memorandum of Understanding" by and between the County of Inyo (hereinafter referred to as "County") and the State of California, Department of Transportation (hereinafter referred to as "Caltrans") covering oversight, monitoring, public information, impact assessment and related data collection activities relating to the potential high-level radioactive waste repository at Yucca Mountain, Nevada (hereinafter referred to collectively as "activities").

Need for Cooperative Effort

The Inyo County Yucca Mountain Repository Assessment Office (RAO), under the direction of the Yucca Mountain Project Coordinator, is the division within the County charged with performing activities for the County under section 116(c)(B) of the Nuclear Waste Policy Act of 1982, as amended (NWPAA). Congressional appropriation provides the funding which enables the County to perform these functions. One of the objectives of the RAO, as described in the *Work Plan for Fiscal Year 1993*, is

"To identify potential transportation impacts on Inyo County and its residents and to ensure improvements are made to the transportation network and the local emergency response infrastructure to accommodate safe transport of nuclear wastes through the County."

In order to perform this task, the County has need of the technical and professional expertise of Caltrans staff to assist in the planning, investigation, data collection and impact assessment tasks related to this objective.

Goal of Cooperative Effort

The County and Caltrans have many common concerns regarding the potential impact of the use of local and state transport routes to move materials, equipment, personnel, and ultimately high-level radioactive waste. The goal of this cooperative effort is to provide the needed data, monitoring, and impact evaluations to both the County and Caltrans, for use in carrying out their respective responsibilities.

Responsibilities of Inyo County

It will be the responsibility of the County, through the RAO, to provide programmatic direction to the cooperative effort between the County and Caltrans. The County will either expend, or reimburse Caltrans for, such direct expenses as are necessary and appropriate for activities provided by Caltrans upon the written request of the Yucca Mountain Project Coordinator under this Memorandum of Understanding. The County's status as an affected unit of local government under the NWPAA provides both the funding to conduct activities and the responsibility to certify that such funding is expended in accordance with both the NWPAA and the language of the Congressional Appropriations Act for the current fiscal year. The County shall pay, or reimburse

Caltrans for, such direct expenses as the Yucca Mountain Project Coordinator approves in writing and for which payment is permitted by, and funds are available to the County from, NWPAA.

Responsibilities of the California Department of Transportation

It is the responsibility of Caltrans to conduct long-range infrastructure planning for the California transportation system through such documents as the Transportation Concept Report, the Corridor Study and the Regional Transportation Plan. Caltrans is also charged with current infrastructure maintenance and future infrastructure improvements on the state transportation system. As such, Caltrans has both the need to understand potential impacts to the transportation infrastructure and the expertise to investigate, assess, and evaluate transportation needs and potential impacts. Upon written request from the Yucca Mountain Project Coordinator for activities to be conducted under the terms of this Memorandum of Understanding, Caltrans will provide staff as available and appropriate, as determined solely by Caltrans. Such staff as is provided shall remain employees under the control and direction of Caltrans, and shall not be deemed to be employees of County for any purpose. Requests for reimbursement must be submitted to the County no later than thirty (30) calendar days after incurring the expense.

Joint Responsibilities

As required by the objectives of this Memorandum of Understanding the County and Caltrans will cooperate in the design of data collection activities, the collection of data, the preparation of reports and documentation, and any other activities that may be required. The information acquired may be used by either the County or Caltrans independently, or may be used for the preparation of joint reports. Such joint reports shall be developed and released only with the joint approval of the County and Caltrans.

Mutual Indemnification

Each party to this MOU agrees to defend, indemnify, and hold harmless the other party hereto and its agents, officers, employees, and volunteers from and against any and all claims, liability, and other costs and expenses, including litigation costs and reasonable attorney's fees, arising out of or resulting from the active negligence or wrongful acts of the indemnifying party or its agents, officers, employees, or volunteers in the performance of this MOU.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTY OF INYO AND THE
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 25th DAY OF May, 19 93.

**COUNTY OF INYO
BOARD OF SUPERVISORS**

By: Sam Dean
SAM DEAN, CHAIRMAN

Dated: May 25, 1993

CALTRANS

By: Lewis K. Wood
Lewis K. Wood
District Director
Department of Transportation

Dated: May 25, 1993

APPROVED AS TO FORM AND
LEGALITY:

Jan Alquist
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

George B. Hall
County Auditor

APPROVED AS TO INSURANCE
REQUIREMENTS:

Marlene Laker
County Risk Manager

Taxpayer's Identification or
Social Security Number:

68-027-4794